



## Ohio Board of Nursing

[www.nursing.ohio.gov](http://www.nursing.ohio.gov)

17 S. High Street, Suite 660 • Columbus, Ohio 43215-3466 • 614-466-3947

I certify that the attached records are a true copy of Ohio Board of Nursing disciplinary records.

*Betsy J. Houchen*

Betsy Houchen, R.N., M.S., J.D.  
Executive Director





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17 South High Street, Suite 400 • Columbus, Ohio 43215-7410 • (614) 466-3947

March 23, 2009

Maureen Soeder  
9047 Red Hawk Dr  
Streetsboro, OH 44241

Ref: Consent Agreement of March 14, 2008  
License # R.N. 339752

Dear Ms. Soeder:

The Board considered and approved your request for release from the probationary terms and conditions placed on your nursing license by your Consent Agreement of March 14, 2008. Your license is fully reinstated effective **March 20, 2009**.

Sincerely,

A handwritten signature in cursive script that reads "Betsy J. Houchen".

Betsy Houchen, R.N., M.S., J.D.  
Executive Director

LFR/djf



# Ohio Board of Nursing

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## CONSENT AGREEMENT BETWEEN MAUREEN L. SOEDER, R.N. APPLICANT AND OHIO BOARD OF NURSING

This Consent Agreement is entered into by and between **MAUREEN L. SOEDER, R.N. APPLICANT (MS. SOEDER)** and the Ohio Board of Nursing (Board), the state agency charged with enforcing Chapter 4723. of the Ohio Revised Code (ORC), and all administrative rules promulgated thereunder.

**MS. SOEDER** voluntarily enters into this Consent Agreement being fully informed of her rights under Chapter 119, ORC, including the right to representation by legal counsel and the right to a formal adjudicative hearing on the issues considered herein.

This Consent Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Consent Agreement.

### BASIS FOR ACTION

This Consent Agreement is entered into on the basis of the following stipulations, admissions and understandings:

- A. The Board is empowered by Section 4723.28, ORC, to deny, permanently revoke, revoke, suspend, or place restrictions on any license issued by the Board; reprimand or otherwise discipline a licensee; or impose a fine of five hundred dollars (\$500.00) or less per violation. Section 4723.28(B)(4), ORC, authorizes the Board to deny a license or otherwise discipline a licensee for a conviction of, a plea of guilty to, a judicial finding of guilt of, a judicial finding of guilt resulting from a plea of no contest to, or a judicial finding of eligibility for intervention in lieu of conviction for, any felony or of any crime involving gross immorality or moral turpitude.
- B. On or about December 26, 2007, **MS. SOEDER** submitted to the Board an Application for Licensure by Examination to Practice in Ohio as a Registered Nurse.
- C. **MS. SOEDER** knowingly and voluntarily admits to the following:

On April 23, 2003, in the City of Macedonia Mayor's Court Case Number 80630, **MS. SOEDER** pled no contest to and was found guilty of misdemeanor Petty Theft. **MS. SOEDER** was ordered to pay a fine and court costs.

Moreover, on January 18, 2008, **MS. SOEDER** told Board staff that her 2003 misdemeanor Theft conviction was due to **MS. SOEDER** shoplifting merchandise valued at approximately \$104.00 from a local department store.

### **AGREED CONDITIONS**

Wherefore, in consideration of the foregoing and mutual promises hereinafter set forth, and in lieu of any formal proceedings at this time, **MS. SOEDER** knowingly and voluntarily agrees with the Board to the following terms, conditions, and limitations: Upon meeting the requirements for licensure, **MS. SOEDER** shall be granted a license to practice nursing as a registered nurse in the State of Ohio. **MS. SOEDER's** license to practice nursing as a registered nurse shall be suspended indefinitely. Such suspension shall be stayed, subject to the following PROBATIONARY terms, conditions, and limitations until at least **March 2009**:

1. **MS. SOEDER** shall obey all federal, state, and local laws, and all laws and rules governing the practice of nursing in Ohio.
2. **MS. SOEDER** shall appear in person for interviews before the full Board or its designated representative as requested by the Board or its designee.

### **Employment Conditions**

3. Prior to accepting employment as a nurse, each time with every employer, **MS. SOEDER** shall notify the Board.
4. **MS. SOEDER** shall have her employer(s), if working in a position where a nursing license is required, submit written reports regarding job performance on a quarterly basis **beginning May 1, 2008**. **MS. SOEDER** shall provide her employer(s) with a copy of this Consent Agreement and shall have her employer(s) send documentation to the Board, along with the first employer report, of receipt of a copy of this Consent Agreement. Further, **MS. SOEDER** is under a continuing duty to provide a copy of this Consent Agreement to any new employer prior to accepting employment.

### **Reporting Requirements of Licensee**

5. **MS. SOEDER** shall report to the Board, in writing, any violation of this Consent Agreement within thirty (30) days of the occurrence of the violation.
6. **MS. SOEDER** shall sign release of information forms allowing health professionals and other organizations to submit the requested documentation directly to the Board.
7. **MS. SOEDER** shall submit any and all information that the Board may request regarding her ability to practice according to acceptable and prevailing standards of safe nursing practice.
8. **MS. SOEDER** shall not submit or cause to be submitted any false, misleading, or deceptive statements, information, or documentation to the Board or to employers or potential employers.
9. **MS. SOEDER** shall submit the reports and documentation required by this Consent Agreement on forms specified by the Board. All reporting and communications required by this Consent Agreement shall be made to the Compliance Unit of the Board.
10. **MS. SOEDER** shall submit the reports and documentation required by this Consent Agreement or any other documents required by the Board to the attention of the Compliance Unit, Ohio Board of Nursing, 17 South High Street, Suite 400, Columbus, OH 43215-7410.
11. **MS. SOEDER** shall verify that the reports and documentation required by this Consent Agreement are received in the Board office.
12. **MS. SOEDER** shall inform the Board within five (5) business days, in writing, of any change in employment status or of any change in residential or home address or telephone number.

### **Temporary Practice Restrictions**

**MS. SOEDER** shall not practice nursing as a registered nurse (1) for agencies providing home care in the patient's residence; (2) for hospice care programs providing hospice care in the patient's residence; (3) for staffing agencies or pools; (4) as an independent provider where the nurse provides nursing care and is reimbursed for services by the State of Ohio through State agencies or agents of the State; or (5) for an individual or group of individuals who directly engage **MS. SOEDER** to provide nursing services for fees, compensation, or other consideration or as a volunteer.

**MS. SOEDER** shall not function in a position or employment where the job duties or requirements involve management of nursing and nursing responsibilities, or supervising and evaluating nursing practice. Such positions include, but are not limited to, the following: Director of Nursing, Assistant Director of Nursing, Nurse Manager, Vice President of Nursing.

#### **FAILURE TO COMPLY**

**MS. SOEDER** agrees that her license to practice nursing as a registered nurse will be automatically suspended if it appears to the Board that **MS. SOEDER** has violated or breached any terms or conditions of the Consent Agreement. Following the automatic suspension, the Board shall notify **MS. SOEDER** via certified mail of the specific nature of the charges and automatic suspension of her license. Upon receipt of this notice, **MS. SOEDER** may request a hearing regarding the charges.

The above described terms and conditions shall constitute "restrictions placed on a license" for purposes of Section 4723.28(B), ORC. If, in the discretion of the Board, **MS. SOEDER** appears to have violated or breached any terms or conditions of this Consent Agreement, the Board reserves the right to institute formal disciplinary proceedings for any and all possible violations or breaches, including, but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Consent Agreement.

#### **DURATION/ MODIFICATION OF TERMS**

The terms, limitations, and conditions, of this Consent Agreement may be modified or terminated, in writing, at any time upon the agreement of both **MS. SOEDER** and the Board.

The Board may only alter the probationary period imposed by this Consent Agreement if: (1) the Board determines that **MS. SOEDER** has complied with all aspects of this Consent Agreement; and (2) the Board determines that **MS. SOEDER** is able to practice according to acceptable and prevailing standards of safe nursing care without Board monitoring, based upon an interview with **MS. SOEDER** and review of the reports as required herein. Any period during which **MS. SOEDER** does not work in a position for which a nursing license is required shall not count toward fulfilling the probationary period imposed by this Consent Agreement.

#### **ACKNOWLEDGMENTS/LIABILITY RELEASE**

**MS. SOEDER** acknowledges that she has had an opportunity to ask questions concerning the terms of this Consent Agreement and that all questions asked have been answered in a satisfactory manner.

Maureen L. Soeder, R.N. Applicant  
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MS. SOEDER waives all of her rights under Chapter 119, ORC, as they relate to matters that are the subject of this Consent Agreement.

MS. SOEDER waives any and all claims or causes of action she may have against the Board, and its members, officers, employees and/or agents arising out of matters, which are the subject of this Consent Agreement.

This Consent Agreement shall be considered a public record as that term is used in Section 149.43, ORC. The information contained herein may be reported to appropriate organizations, data banks and governmental bodies.


This Consent Agreement is not an adjudication order as discussed in Chapter 119, ORC. Any action initiated by the Board based on alleged violations of this Consent Agreement shall comply with the Administrative Procedures Act, Chapter 119, ORC.

**EFFECTIVE DATE**

MS. SOEDER understands that this Consent Agreement is subject to ratification by the Board prior to signature by the Board President and shall become effective upon the last date of signature below.

  
\_\_\_\_\_  
MAUREEN L. SOEDER, R.N. APPLICANT

2/27/08  
DATE

  
\_\_\_\_\_  
LISA KLENKE, President  
Ohio Board of Nursing

3-14-08  
DATE